

SCHEDULE 1 – HIGHLIGHTED PRODUCT MATTERS

SOFTWARE PRODUCTS (On-premise solutions)	<p>Description The software products available for purchase is specified on the product list applicable at any given time. The list is made available to you via our Boyum Portal.</p> <p>Version The software product delivered will be the newest version released at the time of purchase.</p> <p>Delivery method and passing of risk The software product will be delivered by making it available for download via a website. The installed software product will only be available in demo mode if it is downloaded prior to paying for it and will in this case be activated after receiving full payment. The activation will either be done automatically via online means or manually by using an activation code we will forward to you by e-mail.</p> <p>The risk passes to you once you have fully downloaded the software product.</p> <p>License, license term, and payment interval The license to the software products is granted on a "Perpetual", "Subscription" or "Software as a Services" ("SaaS") basis. The choice of licensing model will be reflected on the Boyum Portal.</p> <p><u>Perpetual</u>: This license type ("perpetual license") grants you a perpetual license to use the software product in accordance with the End User License Agreement. Perpetual license is available for the perpetual license products listed on the price list at https://portal.boyum-it.com/BoyumPriceList. You prepay a one-time amount for the perpetual license. In addition, you pay an annual maintenance fee to obtain the benefits of software maintenance. Termination of a perpetual license can happen any time of the year. A terminated license can be reactivated by paying the outstanding maintenance for the year(s) not in maintenance, including the applicable reinstatement fee. It is not possible to partially terminate the products. If a perpetual license is terminated, all licenses for all products will be terminated simultaneously.</p> <p><u>Subscription</u> or "SaaS": These license types ("subscription license", "subscription-based license" or "SaaS" license) grant you a time limited license to use the software product in accordance with the End User License Agreement. Maintenance is mandatory for subscription-based and SaaS licenses and will be governed by Schedule 3 (Maintenance Terms). The agreed initial term and subsequent renewal term will be specified prior to a purchase and be confirmed in the order confirmation, invoice, or other document provided by us. The license will automatically be renewed for the renewal term, unless Autorenewal has been deselected by you in accordance with Schedule 2 (End User License Agreement). The license will be renewed at the prices applicable at the time of renewal as specified on our price list (to be found here: https://portal.boyum-it.com/BoyumPriceList). You pay a monthly price for the license during the term. If you fail to pay for the software in accordance with a payment deadline, we are entitled to block your and the Customer's access, and later delete the database in question. In such case, you will indemnify and hold us harmless from all third-party claims, including any claims from Customer.</p> <p>License rules Our software is divided into different ecosystems and each ecosystem consists of a main module and one or more underlying modules. This structure has certain implications for your license management:</p> <p><u>Purchase of main module and underlying modules</u>: For each perpetual, subscription, or SaaS license you purchase for a main module, you can only purchase a certain number of licenses for the underlying module(s). Example: For each license purchased for main module A, you may only purchase 5 licenses for the underlying module A1. If you wish to purchase 7 licenses for the underlying module A1, you will therefore have to purchase at least 2 licenses for the main module A.</p> <p><u>Dependencies between modules</u>: You are responsible to obtain the subscription/SaaS licenses for any underlying modules necessary for the use of a main module. The obligation to obtain the dependent subscription/SaaS licenses will apply regardless of whether all the subscription/SaaS licenses will be used separately by you or the</p>
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	<p>Customer. Example: You have 5 B1UP licenses (i.e., a main module) and 10 Print & Delivery subscription licenses (i.e., an underlying module). As the Print & Delivery licenses are dependent on B1UP licenses, you are responsible to obtain the necessary Print & Delivery licenses subscription licenses (in this case 10), even though not all licenses will be separately used.</p> <p><u>Expiry of subscription/SaaS licenses:</u> As the main modules and underlying modules may be interdependent, you may only cease from renewing a subscription/SaaS license for underlying modules if this can be done without violating the rules for a purchase of licenses for main modules. Example: You have 1 license for main module A and 5 licenses for underlying module A1. You are in this case prevented from ceasing renewal of the licenses for module A if you wish to continue to have the licenses for module A1. If you wish to cease from renewal of both the license(s) for a main module and one or more of its underlying modules, you can do this with effect from the expiration of the latest expiration notice of the modules forming part of a combined expiry. Example: According to the agreed terms, you can terminate main module A with effect from 1st of February 2020, underlying module A1 with effect from 1st of March 2020, and underlying module A2 with effect from 15th of June 2020. You can in this scenario notify us of a combined termination notice regarding both A, A1, and A2 with effect from 15th of June 2020. The more specified content of the license rules applicable at any given time are specified on our website or on the Boyum Portal and can in any case be specified to you upon request.</p>
MAINTENANCE PRODUCTS As described in Schedule 3 (Maintenance Terms)	<p>Description The maintenance product can be purchased as an add-on to all perpetual licenses. It extends and expands our obligation to correct errors in the software product in question. It also grants access to download any software product updates later released with error corrections, product changes, or any combination of the two. Maintenance is mandatory for subscription-based and SaaS licenses.</p> <p>Delivery method Software product updates will be delivered by making them available for download.</p> <p>Terms, term, and payment interval A maintenance product is delivered on the terms set out in Schedule 3 (Maintenance Terms). It will be delivered immediately after your purchase and is available until the end of the calendar year. The product can each calendar year be renewed via the Boyum Portal. The product is prepaid and will the first time be invoiced with an amount corresponding to the period until the end of the current calendar year and thereafter for a period of one calendar year.</p> <p>Adjust maintenance purchase Our software is divided into different ecosystems and each ecosystem consists of a main module and one or more underlying modules. The maintenance product must be purchased for each of the licenses purchased for any given main module or underlying module. Example: If you have purchased 5 licenses for main module A and you wish to purchase the maintenance product, you must purchase it for each of the 5 licenses. In addition, the maintenance product must first be purchased for the licenses for the main module before it can be purchased for the licenses for the underlying module(s). Example: If you have purchased licenses for main module A and licenses for underlying module A1, you must first purchase the necessary maintenance products for module A before you can purchase maintenance product of the underlying module A1. If a purchase is carried out contrary to these requirements, we may <u>after</u> the purchase invoice the additional maintenance products necessary to comply with the requirements. The ecosystems are described in the Boyum Portal or on our website and can in any case be specified to you upon request.</p> <p>Unbroken maintenance period If you wish to benefit from the maintenance product, you must pay for it in an unbroken period from the date of any given software purchase to the date of purchasing the maintenance product. We will therefore <u>after</u> your purchase of a maintenance product in addition to the immediate purchase price also charge payment for any prior periods where you have not been covered by a maintenance product in relation to the relevant software product, including:</p> <ul style="list-style-type: none"> (a) <u>Initial period:</u> Any non-covered period from the purchase of the software product to the first purchase of the maintenance product; (b) <u>Intermediate periods:</u> All non-covered periods between your initial period and your purchase of the maintenance product. <p>Reinstatement fee</p>

	<p>The maintenance product automatically expires on the 1st of January each calendar year. It can during January be renewed via the Boyum Portal at the then current list price. If you refrain from or forget to renew the product in January, it can subsequently be renewed at the current list price plus a reinstatement fee that increases in steps with the number of months passed since January according to the following. Example: You renew the product in February and must pay the list price plus 20 %. You renew the product in March and must pay the list price plus 50 %. You renew the product after March and must pay the list price plus 100 %. The applicable reinstatement fee(s) at the time of the conclusion of this Agreement is specified in clause 12.8 of the Software Reseller Agreement and will, however, be changed by us from time to time. The applicable rates are to be found on our website or in the Boyum Portal.</p>
CLOUD PRODUCTS As described in Schedule 5 (Cloud Terms)	<p>Description The cloud Products available for purchase is specified on the product list applicable at any given time. The list is made available to you via our Boyum Portal.</p> <p>Cloud Apps is only offered as a subscription-based license.</p> <p>Delivery method Cloud Products will be delivered by providing you with a login that can be used online to access the product.</p>
	<p>Terms, term, and payment interval A cloud product is delivered on the terms set out in Schedule 5 (Cloud Terms). You cannot choose which version of Cloud Apps to use, as it is only possible to be on the current version released by us. We ensure on an ongoing basis that our Customers always run the newest and most updated version of Cloud Apps. It will be delivered immediately after your purchase. The agreed first term, and subsequent renewal term will be specified prior to a purchase and be confirmed in the order confirmation, invoice, or other document. The product will renew for the renewal term, unless Autorenewal has been deselected by you on the Boyum Portal. A term will be renewed at the prices applicable at the time of renewal as specified on our price list (to be found here: https://portal.boyum-it.com/BoyumPriceList</p>
PREMIUM SERVICES As described in Schedule 4 (Premium Services Terms)	<p>Description The premium services are work going beyond the work we carry out as part of delivering our other Products.</p> <p>Terms and term The premium services are rendered on the terms set out in Schedule 4 (Premium Services Terms). The terms are framework terms that unconditionally apply to all premium services rendered to you unless otherwise is expressly agreed in writing in relation to the given service.</p>